

STEPHEN A. DRAZIN
3520 Barton Oaks Road
Pikesville, Maryland 21208

Plaintiff

v.

LINCOLN NATIONAL LIFE INSURANCE
COMPANY

SERVE ON:

Therese M. Goldsmith
Insurance Commissioner
200 St. Paul Place, Suite 2700
Baltimore, Maryland 21202

LINCOLN NATIONAL CORPORATION
d/b/a LINCOLN NATIONAL LIFE
INSURANCE COMPANY

SERVE ON:

Therese M. Goldsmith
Insurance Commissioner
200 St. Paul Place, Suite 2700
Baltimore, Maryland 21202

and

METROPOLITAN LIFE INSURANCE
COMPANY as Administrator for
LINCOLN NATIONAL LIFE INSURANCE
COMPANY

SERVE ON:

Therese M. Goldsmith
Insurance Commissioner
200 St. Paul Place, Suite 2700
Baltimore, Maryland 21202

Defendants

* * * * *

IN THE
CIRCUIT COURT
FOR
BALTIMORE COUNTY
CASE NO. 03-C-13-006571 CN

COMPLAINT

Plaintiff, Stephen A. Drazin, by his attorneys, Laurence A. Marder and Salsbury Clements Bekman Marder and Adkins, LLC, hereby sues the Defendants and states as follows:

1. Plaintiff is a resident of Baltimore County, State of Maryland.
2. The Defendants Lincoln National Corporation and The Lincoln National Life Insurance Company maintain its principle place of business in the State of Pennsylvania and is registered to provide insurance services and do business in the State of Maryland. For all relevant time periods, the Defendants offer, write and administer occupational disability insurance.
3. The Defendant Lincoln National Life Insurance Company maintains its principle place of business in the State of Indiana and is registered to provide insurance services and do business in the State of Maryland. For all relevant time periods, the Defendants offer, write and administer occupational disability insurance.
4. The Defendant Metropolitan Life Insurance Company as administrator for the Lincoln National Life Insurance Company maintains its principle place of business in the State of New York. For all relevant time periods, the Defendants offer, write and administer occupational disability insurance.
5. The Plaintiff sustained a myocardial infarction which required triple bypass surgery on March 19, 2012. This breach of contract action for disability benefits arose out of that injury.

COUNT 1 - BREACH OF CONTRACT

1. On or about March 19, 2012, the Plaintiff sustained a myocardial infarction which then led to a triple bypass surgery. For all relevant time periods, the

Plaintiff was a trial attorney whose practice focused upon domestic relations, family law, and divorce. In light of his injuries and damages resulting from his myocardial infarction, the Plaintiff is unable to perform the substantial and material duties required of a trial attorney.

2. At the time of the injuries referenced above, the Plaintiff had in force and effect a contract of disability insurance, attached hereto as **Exhibit A**. The insurance policy was issued by the Defendants, The Lincoln National Life Insurance Company, The Lincoln National Corporation d/b/a Lincoln National Life Insurance Company, and Metropolitan Life Insurance Company as Administrator for Lincoln National Life Insurance Company. This policy of insurance required the Defendants to provide "total disability" benefits arising from or due to an injury or sickness.

The policy of insurance included an "Extended Own Occupation Rider" which was in force and effect for all relevant time periods. The Rider defined total disability to mean and include the inability "...to perform the substantial and material duties of Your Occupation." See **Exhibit A-1**.

3. Mr. Drazin is totally disabled within the meaning of the Extended Own Occupation Benefit Rider referenced above and has been for all relevant time periods since his myocardial infarction sustained on March 19, 2012.

4. The Plaintiff has made a timely claim for benefits.

5. The Defendants have denied the claim and refused to pay the Plaintiff his monthly total disability benefits due under the above-referenced insurance policy. This refusal constitutes a breach of contract, and as a result of said breach, the Plaintiff has

been damaged as described above.

WHEREFORE, the Plaintiff, Stephen A. Drazin, claims damages in excess of \$75,000.00.



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